



Ministry of Public Works
Ministry of Public Works Headquarters

Request for Supplier Qualifications
For
Specified Goods and Services

Request for Supplier Qualifications No.: **2022-006Q-MPW**

Issued: **Friday January 20, 2023**

Submission Deadline: **See Key Dates in section 1.4.1**

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	3
1.1 Invitation to Respondents	3
1.2 RFSQ Contact	4
1.3 Prequalification Process	4
1.4 RFSQ Timetable.....	4
1.5 Submission of Responses	5
PART 2 – EVALUATION AND SELECTION	7
2.1 Stages of Evaluation.....	7
2.2 Stage I – Mandatory Submission Requirements	7
2.3 Stage II – Evaluation	7
2.4 Ranking and Selection.....	7
2.5 Notification of Top-Ranked Respondents.....	7
PART 3 – TERMS AND CONDITIONS OF THE RFSQ PROCESS	8
3.1 General Information and Instructions	8
3.2 Communication after Issuance of RFSQ.....	9
3.3 Notification and Debriefing.....	10
3.4 Conflict of Interest and Prohibited Conduct.....	10
3.5 Confidential Information.....	12
3.6 Procurement Process Non-Binding.....	13
3.7 Governing Law and Interpretation.....	14
APPENDIX A – SUBMISSION FORM	15
APPENDIX B – RFSQ PARTICULARS	19
A. THE DELIVERABLES	19
B. MATERIAL DISCLOSURES.....	21
C. MANDATORY SUBMISSION REQUIREMENTS	21
D. MANDATORY TECHNICAL REQUIREMENTS.....	22
E. PRE-CONDITIONS OF AWARD	22
F. RATED CRITERIA	23
APPENDIX C – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION	25
 ANNEX A - SPECIFIED GOODS AND SERVICES CATEGORIES	
 ANNEX B - LOCAL BENEFIT FORM	
 ANNEX C - CONTRACTOR PROFILE FORM	
 ANNEX D - REFERENCES	
 ANNEX E - SUBMITTAL CHECKLIST	

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This Request for Supplier Qualifications (“RFSQ”) is an invitation by the Government of Bermuda (the “Government”) to prospective respondents to qualify in accordance with Evaluation of Responses (Part 2) for eligibility to provide **Specified Goods and Services** as further described in Section A of the RFSQ Particulars (Appendix B) (the “Deliverables”).

This Request for Supplier Qualifications (“RFSQ”) is an invitation by the Government of Bermuda (the “Government”) to prospective respondents to qualify in accordance with Evaluation of Responses (Part 2) for eligibility to provide goods and services under this Vendor Prequalification Program as further described in Section A of the RFSQ Particulars (Appendix B) (the “Deliverables”).

The Ministry of Public Works [MPW] seeks to generate a list of prequalified Contractors who are interested in providing goods and services for the Government’s 2023-2024 fiscal year.

This Open-Ended invitation allows MPW to prequalify contractors from February 1, 2023, until March 31, 2024. There are four intake periods for this program as stated in the Key Dates Section 1.4.1. During this time, contractors may be added to the lists if they pass the pre-qualification process. To stay on the Approved Contractor List (ACL), the Contractor must submit an updated statement of qualification for evaluation no later than 12 months after the Contractor was added to the list as an Approved Contractor. There are four submission deadlines to ensure that contractors can be added throughout the year. After an open-ended approved contractor list is initially established, other Contractor who wishes to be added to that list must submit statements of qualifications according to the schedule stated in the RFSQ. Such statements will be evaluated as provided, and contractors meeting the minimum mandatory requirements, evaluation criteria, and applicable score thresholds of the original request (and whose statement is not rejected according to the outline process) will be added to the list.

The MPW shall keep the RFSQ associated with an open-ended approved contractor list posted and available on the Government Portal website throughout the period that the list is effective.

This program will use prequalified companies that be selected through this RFSQ process [1] to provide maintenance, repair and/ or improvement to existing infrastructure; [2] construct new assets and infrastructure; or [3] provide goods and services as described in Section A of the RFSQ Particulars (Appendix B) (the “Deliverables”).

To this end, MPW Departments and Sections have compiled a list of specified goods and services that may be required during the Government’s fiscal year 2023-2024.

In addition to identifying local contractors and service providers, the prequalification process will allow the Government to match expertise and capacity to the scope of work included in each project or service required. The criteria for prequalification will consist of scoring technical competence and local benefits.

Pre-qualified and ranked Contractor may then be invited to participate in a second stage, a fast-track tender process for each of the services/projects.

1.2 RFSQ Contact

For the purposes of this procurement process, the “RFSQ Contact” will be:

Ms. Elizabeth Davis-Smith at email: edsmith@gov.bm

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Government, other than the RFSQ Contact, concerning matters regarding this RFSQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s response.

Prior to the Submission Deadline noted in the RFSQ timetable below, respondents that download this file and intend to respond are required to register their interest with the RFSQ Contact by emailing their company name and contact information to

Ms. Elizabeth Davis-Smith at email: edsmith@gov.bm

Amendment/addenda (If any) will be posted at <https://www.gov.bm/procurement-notices>. Respondents should visit the Government Portal on a regular basis during the procurement process.

1.3 Prequalification Process

Responses will be evaluated in accordance with the evaluation process set out in Part 2 of the RFSQ. Based on the evaluation of responses, certain respondents will be selected for inclusion on a prequalified supplier list of suppliers that are eligible to participate in an invitational second-stage competitive process for the potential provision of the Deliverables to the Government. Joint submissions are acceptable however if a joint submission is made, the submission must clearly indicate which party will act as the prime contractor.

1.4 RFSQ Timetable

1.4.1 Key Dates

Issue Date of RFSQ	Friday January 20, 2023
Pre-Bid / Site Meeting	See 1.4.2
Deadline for Questions	Monday January 23, 2023
Deadline for Issuing Addenda	Thursday January 26, 2023
1 st Submission Deadline	Tuesday February 07, 2023 03:00:00 PM
2 nd Submission Deadline	Monday May 08, 2023, 3:00 p.m.
3 rd Submission Deadline	Monday August 7, 2023, 3:00 p.m.
4 th Submission Deadline	Tuesday November 07, 2023, 3:00 p.m.
Rectification Period	10 business days

All times listed are in Bermuda local time. The RFSQ timetable is tentative only and may be changed by the Government at any time. For greater clarity, business days means all days that the Government is open for business.

1.4.2 Site Visit / Pre-Bid Meeting

A pre-bid meeting for this procurement will be held on the following dates and times:

Tuesday, January 24th at 2:00 p.m.
Friday, January 27th at 2:00 p.m.
Wednesday, February 1st at 11:00 a.m.
Thursday, February 2nd at 11:00 a.m.

at the Ministry of Public Works, Training Room, Post Office Building, 3rd Floor, 56th Church Street, Hamilton Bermuda. Please make arrangements to attend one of these sessions. You may email clarification questions to the RFP Contact prior to the pre-bid meeting.

1.5 Submission of Responses

1.5.1 Responses to be Submitted at the Prescribed Location

Responses must be submitted to:

Quotations must be submitted to:

Interested parties are invited to respond to this RFSQ by submitting a response to the Ministry of Public Works, Head Office (hand-delivered, regular mail or email submissions are acceptable) located at:

Ministry of Public Works, Head Office
3rd Floor General Post Office Building,
56 Church Street,
Hamilton Bermuda

IMPORTANT: ALL HARD COPY SUBMITALS MUST BE PLACED IN THE TENDER BOX IN THE RECEPTION AREA OF THE MINISTRY OF PUBLIC WORKS

Responses should be labelled “RFSQ-2022-006-MPW” and include a statement of interest and information as requested in the description of requirements and output.

Electronic mail (E-Mail) submissions are accepted at vpp@gov.bm.

If documents are larger than ten (10) MB, please send them within a zip file.

In the subject line of the email, please state “RFSQ - Vendor Prequalification Program”. Please ensure to send a copy of your proposal in Adobe or equivalent PDF format.

1.5.2 Responses to be Submitted on Time

Responses must be submitted at the location set out above on or before the Submission Deadline. Responses submitted after the Submission Deadline will be rejected.

A respondent may, at its option, email the RFSQ Contact prior to the Submission Deadline with delivery details, including the anticipated arrival time of its response. If a response does not arrive on or before the Submission Deadline, the Government may provide those respondents who have given such prior notice one additional business day to affect the delivery of their responses. The Submission Deadline will be deemed to be adjusted to the same time as specified in the Submission Deadline but on the following business day.

1.5.3 Responses to be Submitted in Prescribed Manner

Respondents shall submit 2 signed original hard copies of their response or one (1) electronic copy (e-copy) in Microsoft Word or Adobe PDF format. If both a hard copy and an e-copy of the response are submitted and there is a conflict or inconsistency between the hard copy and the e-copy of the response, the hard copy of the response will prevail.

The original and all copies of the response shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Respondent. This authorization shall consist of a written authorization and shall be attached to the Submission Form included in (Appendix B). The name and position held by each person signing the authorization must be typed or printed below the signature. An Electronic Record of Signature will be accepted in the submission only in accordance with the requirements laid out in the Electronic Transactions Act 1999. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the response.

Responses are to be submitted in a sealed package prominently marked with the RFSQ title and number (see RFSQ cover) and will not be opened until Tuesday February 07, 2023 03:00:00 PM. The full legal name and return address of the respondent should be marked on the package as well

1.5.4 Amendment of Responses

Respondents may amend their responses prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFSQ title and number and the full legal name and return address of the respondent to the location set out above. Any amendment should clearly indicate which part of the response the amendment is intended to amend or replace.

1.5.5 Withdrawal of Responses

At any time throughout the RFSQ process, a respondent may withdraw a submitted response. To withdraw a response, a notice of withdrawal must be sent to the RFSQ Contact and must be signed by an authorized representative of the respondent. The Government is under no obligation to return withdrawn responses.

[End of Part 1]

PART 2 – EVALUATION AND SELECTION

2.1 Stages of Evaluation

The Government will conduct the evaluation of responses in the following two stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which responses comply with all of the mandatory submission requirements. If a response fails to satisfy all of the mandatory submission requirements, the Government will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. If the respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its response will be rejected. The Rectification Period will begin to run from the date and time that the Government issues a rectification notice to the respondent. The mandatory submission requirements are set out in Section C of the RFSQ Particulars (Appendix B).

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The Government will review the responses to determine whether the mandatory technical requirements set out in Section D of the RFSQ Particulars (Appendix B) have been met. Questions or queries on the part of the Government as to whether a response has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The Government will evaluate each qualified response on the basis of the rated criteria as set out in Section F of the RFSQ Particulars (Appendix B).

2.4 Ranking and Selection

Based on the evaluation of the responses in Stage II,

In general, 3 or more respondents will be invited to submit quotes for each project. In the event of a tie in the eligible rankings, all respondents that tied (in the same category) will be invited.

2.5 Notification of Top-Ranked Respondents

The top-ranked respondents selected by the Government to be included in the prequalified supplier list will be so notified by the Government in writing. Each selected respondent will be required to satisfy the pre-conditions of award listed in Section E of the RFSQ Particulars (Appendix B) within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFSQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their responses in accordance with the instructions in this RFSQ. Where information is requested in this RFSQ, any response made in a response should reference the applicable section numbers of this RFSQ.

3.1.2 Responses in English

All responses must be written in the English language only.

3.1.3 No Incorporation by Reference

The entire content of the respondent's response should be submitted in a fixed form, and the content of websites or other external documents referred to in the respondent's response but not attached will not be considered to form part of its response.

3.1.4 References and Past Performance

In the evaluation process, the Government may include information provided by the respondent's referees and may also consider the respondent's past performance or conduct on previous contracts with the Government or other institutions.

3.1.5 Information in RFSQ Only an Estimate

The Government and its advisers make no representation, warranty or guarantee as to the accuracy of the information or empirical data contained in this RFSQ or issued by way of addenda. Any quantities shown or data contained in this RFSQ or provided by way of addenda are estimates only, and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a response in response to this RFSQ.

3.1.6 Respondents to Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its response, including, if applicable, costs incurred for interviews, travel or demonstrations.

3.1.7 Response to be Retained by the Government

The Government will not return the response or any accompanying documentation submitted by a respondent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

This RFSQ process will not result in any commitment by the Government to purchase any goods or services from any respondent. While the Government intends to conduct an invitational second-stage competitive process for the procurement of the Deliverables, it is under no obligation to do so and the Government may choose not to proceed with a second-stage competitive process for the procurement of the Deliverables. The Government makes no

guarantee of the value or volume of Deliverables that may be required. Any agreement entered into pursuant to an invitational second-stage competitive process will not be an exclusive contract for the provision of the described Deliverables. The Government may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.1.9 Equivalency

When proprietary names, brands, catalogues or reference numbers are specified in the Deliverables, they are intended to set a minimum standard, and preference for any particular material or equipment is not intended. The respondent may offer material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance and if doing so must disclose any difference in the characteristics, type, quality, appearance, finish, method of construction or performance of the material or equipment.

3.2 Communication after Issuance of RFSQ

3.2.1 Respondents to Review RFSQ

Respondents should promptly examine all of the documents comprising this RFSQ, and may direct questions or seek additional information in writing by email to the RFSQ Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFSQ Contact. The Government is under no obligation to provide additional information, and the Government will not be responsible for any information provided by or obtained from any source other than the RFSQ Contact. It is the responsibility of the respondent to seek clarification from the RFSQ Contact on any matter it considers to be unclear. The Government will not be responsible for any misunderstanding on the part of the respondent concerning this RFSQ or its process.

3.2.2 All New Information to Respondents by Way of Addenda

This RFSQ may be amended only by addendum in accordance with this section. If the Government, for any reason, determines that it is necessary to provide additional information relating to this RFSQ, such information will be communicated to all respondents by addendum. All Addenda will be published online at <https://www.gov.bm/procurement-notice>. Each addendum forms an integral part of this RFSQ and may contain important information, including significant changes to this RFSQ. Respondents are responsible for obtaining all addenda issued by the Government. In the Submission Form (Appendix A), respondents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Government determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Government may extend the Submission Deadline.

3.2.4 Verify, Clarify and Supplement

When evaluating responses, the Government may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's response. The information may include, without limitation, clarification with respect to whether a response meets the mandatory technical requirements set out in Section D of the

RFSQ Particulars (Appendix B). The response received by the Government shall, if accepted by the Government, form an integral part of the respondent's response. The Government may revisit, re-evaluate and rescore the respondent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

Once the Agreement is executed by the Government and a respondent, the other respondents may be notified directly in writing of the outcome of the procurement process.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the RFSQ process. All requests must be in writing to the RFSQ Contact and must be made within sixty (60) days of such notification.

3.3.3 Procurement Protest Procedure

If a respondent wishes to challenge the RFSQ process, it should provide written notice to the RFSQ Contact in accordance with the Government's Complaints and Disputes procedures. The notice must provide detailed explanation of the respondent's concern with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFSQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFSQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Government in the preparation of its response that is not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFSQ process (including but not limited to the lobbying of decision makers involved in the RFSQ process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFSQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The Government may disqualify a respondent for any conduct, situation or circumstances determined by the Government, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The Government may disqualify a respondent or terminate any contract subsequently entered into if the Government determines that the respondent has engaged in any conduct prohibited by this RFSQ.

3.4.4 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix A).

3.4.5 Respondent Not to Communicate with Media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFSQ or selection of respondents pursuant to this RFSQ without first obtaining the written permission of the RFSQ Contact.

3.4.6 No Lobbying

Respondents shall not in relation to this RFSQ or the evaluation and selection process, engage directly or indirectly in any form of political action or other activity whatsoever to influence or attempt to influence Parliament, the Government, or to influence or attempt to influence any legislative or regulatory action, in the selection or evaluation of any respondent.

3.4.7 Illegal or Unethical Conduct

The proponent represents, warrants, and covenants that, in connection with activities performed under this Agreement or on behalf of the Government, the proponent has not and will not offer, promise, authorise, pay, or act in furtherance of an offer, promise, authorization, or payment of anything of value, directly or indirectly, to a Government Official (as hereinafter defined), political party or party official, candidate for political office, or official of a public international organisation, in order to obtain or retain business, to secure an improper advantage or benefit of any kind or nature to person(s) related, associated or linked to the Government Official, or to secure or influence discretionary action, inaction or a decision of a Government Official(s). For purposes of this proposal, the term "Government Official" shall mean and include any official, public officer or employee of the Government, as well as an official or employee in the judicial, legislative, or military, anyone acting in an official capacity for the Government, or any immediate family member of such persons. The proponent represents, warrants, and covenants that it has complied and will comply with *The Bribery Act 2016* and all other applicable laws of any relevant jurisdiction in connection with the performance of this Agreement. Without limiting the generality of the foregoing, the proponent represents, warrants, and covenants that it has not and will not take any action that would cause the Government or anyone acting on their behalf to violate or be subjected to penalties under *The Bribery Act 2016*, or the applicable anti-corruption laws of other countries.

The proponent acknowledges and agrees that in the event that the Government believes, in good faith, that the proponent has breached this section, the Government shall have the right to immediately withdraw and terminate this opportunity and terminate any or all other agreements with the proponent.

3.4.8 Past Performance or Past Conduct

The Government may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Government, in its sole and absolute discretion, to have constituted a Conflict of Interest.

3.4.9 No Collusion

Respondents must not engage in any collusion and must sign the certificate as set out in the Certificate of Confirmation of Non-Collusion (Appendix E).

3.5 Confidential Information

3.5.1 Confidential Information of the Government

All information provided by or obtained from the Government in any form in connection with this RFSQ either before or after the issuance of this RFSQ

- (a) is the sole property of the Government and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFSQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the RFSQ Contact; and
- (d) must be returned by the respondents to the Government immediately upon the request of the Government.

3.5.2 Confidential Information of Respondent

- (a) A respondent should identify any information in its response or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Government. The confidentiality of such information will be maintained by the Government, except as otherwise required by the *Public Access to Information Act 2010* ("PATI") or required by law or by order of a court or tribunal.
- (b) Respondents are advised that their responses will, as necessary, be disclosed on a confidential basis, to the Government's advisers retained to advise or assist with the RFSQ process, including the evaluation of responses. If a respondent has any questions about the collection and use of personal information pursuant to this RFSQ, questions are to be submitted to the RFSQ Contact.

- (c) The respondent is responsible to ensure that they comply with the *Personal Information Protection Act 2016* (“PIPA”), related to any information in the bidder’s custody, care or control.

3.6 Procurement Process Non-Binding

3.6.1 No Process Contract

This RFSQ is a request for responses only and participation in this RFSQ is not intended to create legal obligations between the Government and any of the respondents or their representatives. For greater certainty and without limitation:

- (a) Participation in this RFSQ will not give rise to any preliminary contract or collateral contract;
- (b) No respondent shall have any claim for any compensation of any kind whatsoever (whether in a contract, tort, law, equity or otherwise), as a result of participating in this RFSQ, and by submitting a response each respondent shall be deemed to have agreed that it has no claim against the Government;
- (c) The decision to award or not to award a contract to any respondent is at the discretion of the Government. The Government shall have no liability to any respondent with respect to the awarding of contract or the failure to award a contract to any respondent. Respondents acknowledge that the respondent that submits the response with the lowest price might not be awarded a contract.

3.6.2 No Legal Relationship or Obligation

No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the Government by this RFSQ process.

3.6.3 Cancellation

The Government may cancel or amend the RFSQ process without liability at any time. Cancellation may occur, for example, if:

- (a) no qualitatively or financially worthwhile offer has been received or there has been no valid response at all;
- (b) the economic or technical parameters of the project have changed fundamentally;
- (c) exceptional circumstances or force majeure render normal implementation of the project impossible;
- (d) all offers exceed the financial resources available, or are otherwise inconsistent with the principles of economy, efficiency and effectiveness; or
- (e) irregularities require cancellation in the interest of fairness.

The publication of a procurement notice does not commit the Government to implement the programme or project announced.

3.7 Governing Law and Interpretation

The Terms and Conditions of RFSQ Process (Part 3)

- (a) are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of Bermuda applicable therein.

[End of Part 3]

APPENDIX A – SUBMISSION FORM

1. Respondent Information

<p>Please fill out the following form, naming one person to be the contact for this RFSQ response and for any clarifications or communication that might be necessary.</p> <p>If the company is incorporated and registered, then a Certificate of Incorporation and a Certificate of Incumbency is required and must be submitted with the Submission Form.</p> <p><u>Declaration of Interest:</u> The respondent shall provide details of its ownership and/or managerial structure upon request from the Government. The respondent shall also provide a statement of whether or not it has any relevant and material interest relevant to the provision of Service. Such statement shall be provided at least annually or if there is any change in the interest of the respondent.</p>	
Full Legal Name of Respondent or Personal/Given Name:	
Representative Name (Person with Signing Authority) / Title:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Country:	
Phone Number:	
Respondent's Social Insurance Number issued by the Government of Bermuda:	
Respondent's Payroll Tax Number issued by the Government of Bermuda:	
Respondent's Registration Number issued by the Bermuda Registrar of Companies (if incorporated):	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Fax:	
Respondent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that this RFSQ process will be governed by the terms and conditions of the RFSQ and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Process Contract) and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Government and the respondent unless and until the Government and the respondent execute a written agreement for the Deliverables pursuant to a subsequent invitational second-stage procurement process.

3. Ability to Provide Deliverables

The respondent has carefully examined the RFSQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFSQ.

4. Addenda

The respondent is requested to confirm that it has received all addenda by listing the addenda numbers, _____ to _____ (if applicable) issued by the Government, or if no addenda were issued by the Government write the word "None". The onus is on respondents to make any necessary amendments to their responses based on the addenda. The respondent confirms it has read, received and complied with these addenda. Respondents who fail to complete this section will be deemed to have received all posted addenda.

5. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFSQ.

6. Conflict of Interest

Respondents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFSQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the response; **AND** (b) were employees of the Government within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its response; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

Otherwise, if the statement below applies, check the box.

- The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its response, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

7. Disclosure of Information

Any information collected or used by or on behalf of the Government under this solicitation document is subject to the Public Access to Information Act 2010 (“Act”). The information belongs to a class of information that might be made available to the general public unless it is contained in a record that is exempt from disclosure under the Act. Any questions regarding the collection, use, or disclosure of the information should be directed to the public authority that issued this solicitation document.

Signature of Witness

Signature of Respondent Representative

Name of Witness

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

SAMPLE CERTIFICATE OF INCUMBENCY

The undersigned being the Secretary of the company as named below (the "Company"), a company duly organised and existing under the laws of the Islands of Bermuda and having its registered office as set out below DO HEREBY CERTIFY that the following is a true and correct listing of the Directors and Officers of the Company in full force and effect as of the date hereof.

DIRECTORS

List

ALTERNATE DIRECTORS

List

OFFICERS

List

IN WITNESS WHEREOF I have hereunto set my signature in accordance with the Bye-Laws of the Company.

Company Name:

Date:

Secretary/Director

APPENDIX B – RFSQ PARTICULARS

A. THE DELIVERABLES

1. THE DELIVERABLES

After the Ministry has pre-qualified all respondents that have submitted approved responses, pre-qualified respondents will be invited to apply for procurement requests for goods and services by the Ministry of Public Works.

In order to maintain a fair and equitable opportunity to compete for goods and services under the Approved Contractor lists for MPW Goods and Services. Eligible Government Public Officers must adhere to the following steps in assigning project to the Contractor.

1. Use of the Approved Contractor's List(s)

The criteria for selecting a qualified contractor for each project or task will be set out in each separate procurement request and will vary depending upon the requirements of the applicable project or task and could involve requiring the contractor to have certain demonstrated experience and proficiency level in one or more of the service areas depending on the specific requirements of the project or assignment.

Any contracts entered into with a qualified contractor will be:

- a. between the Government and the individual contractor where a qualified contractor is a person, and
- b. between the Government and a company and specifying the individual contractor to be engaged where the qualified contractor is a Respondent company.

Qualified Contractors may be contacted on an "as, if and when requested" basis and may be contacted directly or asked to compete on opportunities for the provision of services in accordance with the selection method set out in paragraph 1.1 or as revised by the Government and communicated to all Qualified Contractors from time to time.

1.1 Guidance

1.1.1 The Government may select a Qualified Contractor from the List using one or more of the following selection methods:

- a. If the estimated contract value is less than \$10,000 the Government may directly invite a Qualified Contractor to provide a quotation based on Contractor availability and on specified requirements (e.g., deliverables, milestones, term etc.) of a project or assignment with the intent to enter into contract negotiations with that Qualified Contractor.
- b. If the estimated contract value is \$10,000 or more and less than \$50,000, the Government may directly invite a Qualified Contractor to provide a quotation based on availability and on specified requirements (e.g., deliverables, milestones, term, etc.) of the project or assignment with the intent to enter into Contract negotiations with that Qualified Contractor if it can be verified by the Government that only one Qualified Contractor that:
 - i. is available to undertake the project or assignment; or,

- ii. has the necessary qualifications to carry out the project or assignment based on the Government's specific assessment of the Contractor qualifications.
- c. If the estimated contract value is \$50,000 or more and less than \$99,999.99, and more than one Qualified Contractor is available and has the necessary qualifications to carry out the service or assignment based on the Government's specific assessment of the Contractor qualifications, the Government may, in its sole discretion, use a competitive or other selection process between a minimum of three (if available) such Qualified Contractors that evaluates each Qualified Contractor's available Contractors, proposed approach, pricing, or other elements required for the project or assignment. The Government may in its sole discretion consider other Qualified Contractors' available Contractors that, in the Government's sole opinion, meet the Government's qualification criteria for the project or assignment (e.g., specialization, experience level, etc.).
- d. If the estimated Contract value is more than \$100,000.00 and less than \$249,999.99, and more than one Qualified Contractor is available and has the necessary qualifications to carry out the project or assignment based on the Government's specific assessment of the Contractor qualifications, the Government will invite all such Qualified Contractors to compete for the project or assignment.
- e. If the estimated Contract value is \$250,000.00 or more, and more than one Qualified Contractor is available and has the necessary qualifications to carry out the project or assignment based on the Government's specific assessment of the Contractor qualifications, the Government will invite all such Qualified Contractors to compete for the project or assignment. And Cabinet approval shall be attained by the Ministry before the contract can be executed.
- f. Notwithstanding subparagraphs a), b), c), d), and e) - subject to Cabinet Approval – the Government may directly negotiate a contract with a Qualified Contractor where one of the following exceptional conditions applies:
 - i. only one available Contractor is qualified to provide the services.
 - ii. an unforeseeable emergency exists, and the services could not be obtained in time by means of a competitive process.
 - iii. a competitive process would interfere with the Government's ability to maintain security or order or to protect human, animal or plant life or health; or
 - iv. the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.

1.1.2 Qualified Contractors will immediately, during the period that the List is in effect, advise the Government of any material changes to the information contained in their Response.

1.1.3 The Government has the sole discretion to have any prequalified contractor demonstrate its qualifications a second time if required.

1.1.4 The Government has the sole discretion to remove a Qualified Contractor from the List of Qualified Contractors for unsatisfactory performance by a Qualified Contractor in a Contract or for failing to meet the requirements for staying on the List of Qualified Contractors as set out in this RFSQ or as may be communicated by the Government from time to time.

See attachment for the list of thirty-two contracting categories for specified Goods and Services and example general scope of the works.

See Annex A - Specified Goods and Services Categories

B. MATERIAL DISCLOSURES

The services listed may be required during the 2023-2024 Government fiscal year.

The Approved Contractor List (s) will be in effect until March 31, 2024.

The list validity may be extended by advertisement in the official gazette or a new RFSQ will be issued, if required.

MPW will carry out Financial Analysis every 90 days on the list of pre-qualified contractors who have qualified to be on the lists. We encourage all pre-qualified contractors to keep their accounts with the Government current.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix A)

Each response must include a Submission Form (Appendix A) completed and signed by an authorized representative of the respondent.

2. Certificate of Confirmation of Non-Collusion (Appendix E)

Each response must include a Certificate of Confirmation of Non-Collusion Form (Appendix E) completed and signed by an authorized representative of the respondent.

3. Company Certificate of Incorporation

A signed copy of the Certificate of Incorporation must be included for respondents that are companies/corporations.

4. Certificate of Incumbancy

A copy of the Certificate of Incumbancy must be included for respondents that are companies/corporations.

5. Other Mandatory Submission Requirements

Local Benefits Form

Each Response must include a completed Local Benefits form. The form will be used to score the respondents employment and local benefits which the government intends to ensure equitable wealth distribution.

See Annex B - Local Benefit Form

Contractor Profile Form

Each Response must include a Company Profile form. The form will be used to match ability and expertise to the scope of works of each project, as well as to score the respondents technical competence.

See Annex C - Contractor Profile form

Professional References

For each category (listed under Paragraph 1.1 above) selected in Annex A, the respondent is requested to provide three (3) references from clients who have obtained goods or services similar to those within the last three (3) years.

For works similar in scope listed above under Paragraph 1.1, copies references are accepted.

See Annex D - References

Submittal Checklist

The checklist is provided as guidance for a complete Response.

See Annex E - Submittal Checklist

D. MANDATORY TECHNICAL REQUIREMENTS

Registered Business in Bermuda

Respondent must have a valid business permit to operate in Bermuda as of the submission deadline of this RFSQ.

The Contractor will be required to maintain this over the term of any Contract.

E. PRE-CONDITIONS OF AWARD

1. Financial Checks

Prior to awarding a contract to the selected respondent, the contracting department will perform financial checks to confirm whether the respondent is delinquent in making payments to the Government for Social Insurance contributions, Payroll Tax or any other debt recorded by the Accountant General's Debt Collection Section, and will perform a check with the Bermuda Registrar of Companies to confirm whether the respondent is a proper legal entity that is in good standing.

2. Proof of Insurance

.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third-party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

3. Safety and Health

All works must be carried out in strict accordance with the Bermuda Occupational Safety and Health Act, 1982 and Occupation Safety and Health Regulations of 2009. Alcohol, Smoke and Drug-Free Policy: All Government buildings and work sites are designated as alcohol, smoke, and drug-free.

F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFSQ. Respondents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

#	Category	Weighting (%)	Threshold
1	Experience and Capabilities, References	50	N/A
2	Financial Analysis	20	N/A
3	Social, Economic and Environmental (Local Benefits)	30	N/A
Total Points		100	

1. Experience and Capabilities, References

1. Experience, Capabilities and References

The Company Profile form will be used to score the Experience and Capabilities of the respondent, together with the reference letters. Previous experience of the Government working with the respondent (if any) will also be used in the evaluation.

The following questions will be considered when each Response is evaluated:

- Does the respondent clearly demonstrate the ability to meet the Government's requirements for the service selected?
- Did the respondent offer evidence of experience with projects of a similar services?
- How has the proponent performed on previous Government Projects?
- Are there sufficient people with the requisite skills available to perform the services required?
- Does the respondent offer evidence that they have sufficient, suitably experienced resources available to complete the works that may be required?
- Were the respondent's references positive about their experience of working with the contractor/vendor/supplier, and would they use their services again?

2. Financial Analysis

1. Financial Analysis

The Government will perform financial checks with the Office of the Tax Commissioner, the Accountant General's Debt Collection Office, the Department of Social Insurance and the Ministry of Public Works to ensure all respondents are up to date with their respective debts to the Government.

The following question will be considered when each Response is evaluated:

- Does the respondent have outstanding Government debt?

3. Social, Economic and Environmental (Local Benefits)

Social, Environmental & Economic (Local benefits), will be considered when Responses are evaluated:

- Percentage of Bermudians employed by the respondent;
- Is the respondent is a specified business;
- Does the respondent use specified businesses in their supply chain?
- Does the respondent use specified businesses as subcontractors?
- Does the respondent offer evidence of (i) providing mentoring, apprenticeships or training opportunities for Bermudians, or (ii) being willing to offer them?
- Does the respondent have (i) a safety and health policy; (ii) a sustainable goods and/or services policy; and (iii) an environmental policy? [Respondents to submit documents]

APPENDIX C – CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

Notes for the respondents

The essence of Open Tendering is that the Government of Bermuda shall receive bona fide competitive response from suitably qualified persons or entities. In recognition of this principle, each person or entity that submits a response will be required, by way of the signature of a duly authorized representative of the company, to confirm that the response has been submitted without any form of collusion.

All respondents must complete and sign a Certificate of Confirmation of Non-Collusion. Any proposals submitted which do not include a signed copy of the Certificate will be wholly rejected and will not be included in the evaluation process.

If it is later found that the undertakings made below have been breached at any stage of the procurement process, then the respondent will be expelled from the process immediately. In the event that this is discovered after a contract award, legal action may be taken against the respondent and/or any party involved in the matter.

Any respondent that submits false information in response to this Request for Supplier Qualifications (RFSQ), and any other person or entity involved in collusion, may be excluded from competing for future contracts tendered by the Government of Bermuda.

Confirmation of non-collusion

I/We certify that this is a bona fide proposal, intended to be competitive and that I/We have abided by the terms and conditions related to this tender and that I/We have not fixed or adjusted the amount of the proposal or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We confirm that we have not received any information, other than that contained within the RFSQ pack, or supplementary information provided to all respondents.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:

- (a) communicating to a person other than the RFSQ Contact the amount or approximate amount of my/our proposed response (other than in confidence in order to obtain quotations necessary for the preparation of the response for insurance);
- (b) entering into any agreement or arrangement with any other person that he shall refrain from competing or as to the amount of any proposal to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this procurement.

By signing this document, I/we have read and agree to its terms and conditions.

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____